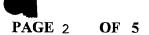
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REDUSTION NUMBER N/A				PAGE 1 OF 5	
2. CONTRACTION — 02-D-3028 1. AVAROSFITECTIVE 4. ORDER WUNDER 1. ORDER WUNDER					5. SOLICITATION HUMBER SP0300-01-R-4021				e. SOLICITATION ISSUE DATE 6/01/01		
7. FOR SOLICITA INFORMATION C					CIALIST (215) 737-8051					LOFFER DUE DATE: LOCAL TIME SEE PAGE 3	
9. ISSUED BY CODE SP0300 DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE DSCP-HFVM 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 NOTE: MAIL/HANDCARRY/TRANSMIT OFFER										12. DISCOUNT TERMS A RATED ORDER UNDER	
AS SPECIFIED ON PAGE 3					16. ADMONSTERED BY CODE						
TEXAS/OKI CENTRAL F		, , , , , , , , , , , , , , , , , , , 			CP-HEV	M				time	
Labatt Food Service 4500 Industry Park San Antonio, TX 78218 TELEPHONE NO. 210-661-4216					DFAS-COLUMBUS CENTER ATTN: DFAS-CO-SES P.O. BOX 182317 COLUMBUS, OH 43218-6260						
17L CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN DIFFER					186. SUBMIT BRYONCES TO ADDRESS SHOWN IN BLOCK 186. UNLESS BLOCK BELOW IS CHECKED SEE ADDEROUM						
IZEM MOT		20. Schedule of Suppresser	IVICES			21. MARTITY	ZZ. UNIT		23. MIT PRICE	24. AMOUNT	
	BASE YEAR	OOD DISTRIBUTO EFFECTIVE PER ER WILL BE ON Attach Additional Shorts as No.	RIOD:]			002 THR	OUG	17 N	MARCH 2	003	
25. ACCOUNTING AND AI 25% 27% SOLICITATION 27%. CONTRACTIFUE	ATTACHED, A										
28, CONTRACTOR IS RED TO ISSUING OFFICE. AND ON ANY ADDITIONA		COPIES 29. AWARD OF CONTRACT: REFERENCE SP0300-01-R-4021 OFFER MITHED ABOUT PATED THE STATE SPO300-01-R-4021 OFFER ON SOLICITATION IBLOCKS /2/2/4/4/1/1/1/2/1/2/1/2/1/2/1/2/1/2/1/2									
SOL SIGNATURE OF OFFERORICONTRACTOR Blair Labatt, President					THE UNITED STATES OF AMERICA ISIGNATURE OF CONTRACTING OFFICER RAYMOND W. POPLAS						
30. NAME AND TITLE OF SIGNER PRINTING ON PRINTING 4 /28					316 NAME OF POPUTACTING OFFICER (TYPE OF PROTT) 316 DATE SGONED 317/05						
32a. QUANTITY IN COLUI	MN 21 HAS BEEN MSSPECTED	ACCEPTED, AND COME AS MOTED	FORMS TO THE CONTRA	ACT, EXCEPT	33. SHIP MUMI	FIRAL	34	VOUCHER INVI	BÉR .	35. AMOUNT VERFIED CORRECT FOR	
SZE. SIGNATURE OF AUT	HORIZED GOVT. REPRESENTAT	TNE	32c. DATE SIGNED		36. PAYMEN COM 38. SIR ACCOM	PLETE		RTIAL SIR VOUCHER I	FINAL	37. CHECK NUMBER 40. PAID BY	
			42a RECENED BY Print					1			
416. SIGNATURE AND TO	412 I CERTIFY THIS ACCOUNTLE OF CERTIFYING OFFICER	INT IS CORRECT AND PROPER FOR PA	AYMENT 41c. DATE SIGNED	,	425. RECEIVED	AT /Location			· ·		
					47c, D1°E REC'O /YYMM/DD)						
PerFDS:rd (DLA)					<u> </u>					149 <i>(EG) (10-95)</i> 18 CFR) 53.2 12	



SECTION A - SOLICITATION/CONTRACT FORM

Amendment 0001 dated June 15, 2001 and Amendment 0002 dated December 13, 2001, and issued under solicitation number SP0300-01-R-4021, are hereby incorporated as part of this contract.

SECTION B - SUPPLIES/SERVICE AND PRICE

<u>**DELIVERY**</u>: Delivery shall occur no more than 48 hours after order placement unless otherwise required by the ordering officer.

FOB TERMS: FOB **Destination** for all items.

PRICES: The unit prices for all items shall be in accordance with clause 52.212-4, Contract Terms and Conditions - Commercial Items (May 1999) and Addendum, paragraph (4)(t).

The unit price is determined by the "Delivered Price" plus the "Distribution Price". The Distribution Price Categories are contained in Attachment #1. These distribution prices will remain fixed throughout the term of the contract. This contract contains a guaranteed minimum of twenty-five percent 25% of the estimated dollar value. The maximum ceiling will be one hundred fifty percent (150%) of the estimated dollar value. The estimated dollar value of the base term of this contract is \$13,526,000.00. In the event of emergencies or mobilization, the Government reserves the right to unilaterally execute an alternate maximum ceiling of one hundred seventy-five percent (175%) of the estimated dollar value per contract period of this acquisition.

If the Government determines to invoke the options, the distribution prices will not increase for all the option years.

MANDATORY ITEMS: - The following items are mandated to be supplied by the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH), refer to FAR clause 52.208-9.

Various	Pancake Mix					
Various	Cake Mix, Devil's Food					
Various	Cake Mix, Gingerbread					
Various	Paprika, Ground 3 oz, 4 oz or 5 oz jr					
Various	Garlic Powder 1 lb jr					
Various	Dining Packets					

If ordered, the Prime Vendor is required to source these items from NIB/NISH. The plant sources were identified in the solicitation on page 12.

SECTION C - DESCRIPTION / SPECIFICATIONS

Non-availability of any item and recommendation for substitution will be communicated to the customers by noon on skip days.

The Prime Vendor can accept additions and cancellations up to 4:00 PM on the day prior to delivery.

Ordering for supplies under this contract for Ft. Sill Hospital, OK, Sheppard AFB Hospital, TX, Tulsa Job Corps, OK, Guthrie Job Corps, OK, and Treasure Lake Job Corps, OK. shall be performed by the contractor's commercial ordering system.

Ordering for supplies under this contract for all other remaining activities shall be performed by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES).

SECTION D - PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

SECTION E - INSPECTION AND ACCEPTANCE

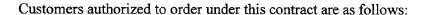
Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting product as it is delivered. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

SECTION F - DELIVERIES OR PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

PLANT LOCATION

Labatt Food Service 650 Regal Row Dallas, TX 75247



Ft. Sill, OK and Hospital
Tinker AFB, OK and Child Development Center
Altus AFB, OK and Child Development Center
Sheppard AFB, TX and Child Development Center and Hospital
Ft. Worth Naval Air Station, TX
Treasure Lake Job Corps, OK
Guthrie Job Corps, OK
Tulsa Job Corps, OK

There is a minimum of twenty (20) case movement per month required to satisfy product requirements.

SECTION G - CONTRACT ADMINISTRATION DATA

Delivery orders issued against this Indefinite Delivery Type Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may re-procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular re-procurement actions. Administration of the terms and conditions set forth in the IDTC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDTC.

ATTACHMENT # 1 – DISTRIBUTION PRICE CATEGORIES: SEE PAGE 5